

**WHEN RECORDED RETURN TO:**

West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

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Parcel I.D. #: 14-25-101-004

**WEST VALLEY CITY  
DELAY AGREEMENT FOR COMPLETION OF SIGN REQUIREMENTS**

**THIS AGREEMENT**, (herein "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**\*\*\* PARTIES \*\*\***

**"APPLICANT:"**

CYPRUS FEDERAL CREDIT UNION

Address: 2769 South 5600 West

City, State, Zip: West Valley City, Utah 84120

Telephone: (801) 898-6464

**"CITY:"**

West Valley City, a municipal corporation of the State of Utah,

Address: 3600 S. Constitution Boulevard

City, State, Zip: West Valley City, Utah 84119

Telephone: (801) 963-3282

**WITNESSETH:**

**WHEREAS**, OWNER desires site plan approval from City for a development located at 2769 South 5600 West which is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, the site plan includes placement of an advertising sign in its original location as more particularly described in Exhibit B and such location is within the future right-of-way as determined by the CITY Ordinances; and

**WHEREAS**, the site proposed for such a use is an unusual shape and size that has made it extremely difficult for OWNER to comply with the future right-of-way setback requirements and effectively provide signage for the business; and

**WHEREAS**, the terms of the issuance of said approval require OWNER to agree to move the proposed sign out of the future right-of-way upon request of the CITY in order to comply with the CITY'S Ordinances; and

**WHEREAS**, CITY will not grant said approval until OWNER agrees to the conditions set forth hereunder regarding compliance with the above described condition;

**NOW THEREFORE**, in consideration of the premises, the parties agree as follows:

1. **TERMS.** CITY agrees to permit OWNER to defer completion of signage requirements of the West Valley City Municipal Code until such time as the CITY sends written notice to OWNER demanding removal of said sign to an appropriate location outside of the future right-of-way.
2. **NOTICE.** Written notice will be sent by the CITY to the OWNER and shall be sent to the current tax notice address.
3. **TIME FOR REMOVAL.** Removal of the signage shall commence within 30 days of the date of the written notice and shall be completed within 60 days of the written notice.
4. **COSTS.** The cost of removal, relocation and installation shall be completely borne by OWNER.
5. **PERFORMANCE.** OWNER shall not be relieved of the obligation to remove the sign until such removal has been performed to the satisfaction of the CITY.
6. **INDEMNIFICATION.** Should OWNER fail to complete the removal or installation as required by CITY pursuant to the terms of this Agreement or otherwise fail to perform its obligation pursuant to the terms of this Agreement, OWNER recognizes CITY'S right to recover the costs necessary to removal the sign or obtain reimbursement therefore. OWNER hereby grants the CITY a right of entry to remove the sign upon OWNER'S failure to perform under this Agreement.
7. **APPLICABILITY.** Any and all of the obligations of OWNER as outlined in this Agreement shall run with the land described and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding on the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.

8. **ATTORNEY FEES.** In the event that the CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from OWNER, reasonable attorney's fees, court costs, and any other costs incurred in connection with said action.
9. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**APPLICANT:**

By: \_\_\_\_\_  
Steve Fifield

Title: \_\_\_\_\_  
Vice President of Branches

State of \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me **Steve Fifield**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the **Vice President of Branches**, of **Cyprus Credit Union** a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

WEST VALLEY CITY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
City Department

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney's Office

Date: \_\_\_\_\_

**EXHIBIT A**

LOT 5C, Highbury Shoppes Subdivision.

Parcel # 14-25-101-004-0000

## **EXHIBIT B**

As per Section 11-6-104(2)(b) of the West Valley Municipal Code, the monument sign that will be installed must be relocated at the property owner's expense to the appropriate setback upon request of the West Valley City. The appropriate setback shall be equal to the monument sign's height and shall be measured from the future west and south property lines.